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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

UNITED STATES OF AMERICA,

Plaintiff,

v.

ARLANDELL MOORE,

Defendant.

2:18-CR-383-APG-EJY

**Stipulation Modify the Plea Agreement as
to Arlandell Moore and Order**

The United States of America and Arlandell Moore, and his counsel, Monique Kirtley, agree as follows:

1. The government and Arlandell Moore seek to modify the Plea Agreement (ECF No. 51) only as to the forfeiture. The Plea Agreement will remain in effect as to all other aspects of the agreement.

2. The defendant knowingly and voluntarily:

a. Agrees to the district court imposing the civil judicial forfeiture or the criminal forfeiture of:

i. A Glock 19 9-millimeter semi-automatic handgun, bearing serial number BCHX 843; and

ii. any and all compatible ammunition

(all of which constitutes property);

b. Agrees to the abandonment, the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the property;

c. Abandons or forfeits the property to the United States;

1 d. Relinquishes all possessory rights, ownership rights, and all rights,
2 titles, and interests in the property;

3 e. Waives defendant's right to any abandonment proceedings, any civil
4 administrative forfeiture proceedings, any civil judicial forfeiture proceedings, or any
5 criminal forfeiture proceedings of the property (proceedings);

6 f. Waives service of process of any and all documents filed in this action
7 or any proceedings concerning the property arising from the facts and circumstances of this
8 case;

9 g. Waives any further notice to defendant, defendant's agents, or
10 defendant's attorney regarding the abandonment or the forfeiture and disposition of the
11 property;

12 h. Agrees not to file any claim, answer, petition, or other documents in
13 any proceedings concerning the property; agrees not to contest, or to assist any other person
14 or entity in contesting, the forfeiture; and agrees to withdraw immediately any claim,
15 answer, petition, or other documents in any proceedings;

16 i. Waives the statute of limitations, the CAFRA requirements, Fed. R.
17 Crim. P. 7, 11, 32.2, and 43(a), including, but not limited to, forfeiture notice in the
18 charging document, the court advising defendant of the forfeiture at the change of plea, the
19 court having a forfeiture hearing, the court making factual findings regarding the forfeiture,
20 the court failing to announce the forfeiture at sentencing, and all constitutional
21 requirements, including but not limited to, the constitutional due process requirements of
22 any proceedings concerning the property;

23 j. Waives defendant's right to a jury trial on the forfeiture of the
24 property;

25 k. Waives all constitutional, legal, and equitable defenses to the forfeiture
26 or abandonment of the property in any proceedings, including, but not limited to, (1)
27 constitutional or statutory double jeopardy defenses and (2) defenses under the Excessive
28 Fines or Cruel and Unusual Punishments Clauses Waives all constitutional, legal, and

equitable defenses and claims to the forfeiture or abandonment of the property in any proceedings, including, but not limited to, (1) constitutional or statutory double jeopardy defenses and claims and (2) defenses and claims under the Excessive Fines or Cruel and Unusual Punishments Clauses of the Eighth Amendment to the United States Constitution;

l. Agrees to the entry of an Order of Forfeiture of the property to the United States;

m. Waives the right to appeal any Order of Forfeiture;

n. Agrees the property is forfeited to the United States;

o. Agrees and understands the abandonment, the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the property shall not be treated as satisfaction of any assessment, fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon defendant in addition to the abandonment or the forfeiture;

p. Agrees and understands that on the government's motion, the court may at any time enter an order of forfeiture or amend an existing order of forfeiture to include subsequently located property or substitute property pursuant to Fed. R. Crim. P. 32.2(e) and 32.2(b)(2)(C);

q. Acknowledges that the amount of the forfeiture may differ from, and may be significantly greater than or less than, the amount of restitution; and

r. Agrees to take all steps as requested by the USAO to pass clear title of the property to the United States and to testify truthfully in any judicial forfeiture proceedings. Defendant understands and agrees that the property represents proceeds and/or facilitating property of illegal conduct and is forfeitable. Defendant shall provide the USAO with a full and complete financial disclosure statement under penalty of perjury within 10 days of executing the plea agreement. The financial statement shall disclose to the USAO all of assets and financial interests valued at more than \$1,000. Defendant understands these assets and financial interests include all assets and financial interests that defendant has an interest, direct or indirect, whether held in defendant's name or in the

1 name of another, in any property, real or personal. Defendant shall also identify all assets
2 valued at more than \$1,000 which defendant has transferred to third parties or diverted from
3 defendant directly to third parties, since November 1, 2016, including the location of the
4 assets and the identity of any third party.

5 s. The defendant admits the property is any firearm or ammunition
6 involved in or used in any knowing violation of 18 U.S.C. § 922(g)(1), and is subject to
7 forfeiture pursuant to 18 U.S.C. § 924(d)(1) with 28 U.S.C. § 2461(c).

8 3. Each party acknowledges and warrants that its execution of the Stipulation is
9 free and is voluntary.

10 4. The Stipulation contains the entire agreement between the parties.

11 5. Except as expressly stated in the Stipulation, no party, officer, agent,
12 employee, representative, or attorney has made any statement or representation to any other
13 party, person, or entity regarding any fact relied upon in entering into the Stipulation, and
14 no party, officer, agent, employee, representative, or attorney relies on such statement or
15 representation in executing the Stipulation.

16 6. The persons signing the Stipulation warrant and represent that they have full
17 authority to execute the Stipulation and to bind the persons and/or entities, on whose behalf
18 they are signing, to the terms of the Stipulation.

19 7. This Stipulation shall be construed and interpreted according to federal
20 forfeiture law and federal common law. The jurisdiction and the venue for any dispute
21 related to, and/or arising from, this Stipulation is the unofficial Southern Division of the
22 United States District Court for the District of Nevada, located in Las Vegas, Nevada.

23 8. Each party shall bear his or its own attorneys' fees, expenses, interest, and
24 costs.

25 9. This Stipulation shall not be construed more strictly against one party than
26 against the other merely by virtue of the fact that it may have been prepared primarily by
27 counsel for one of the parties; it being recognized that both parties have contributed
28 substantially and materially to the preparation of this Stipulation.

1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was
2 reasonable cause for the seizure and forfeiture of the property.

3 DATED: 10/8/2020

DATED: October 12, 2020

4 NICHOLAS A. TRUTANICH
5 United States Attorney

6 /s/ Monique Kirtley

/s/ Brian Whang

7 MONIQUE KIRTLEY
8 Counsel for Arlandell Moore

BRIAN WHANG
Assistant United States Attorney

9 DATED: 10/8/2020

10 /s/ Arlandell Moore

11 ARLANDELL MOORE
12 Defendant

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14 IT IS SO ORDERED:

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18 UNITED STATES DISTRICT JUDGE

19 DATED: October 30, 2020
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